

07-03-2003



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

M.D. Sass Corporate Resurgence
Partners III, L.P.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Trademark Security

Execution Date: Interest June 19, 2003

2. Name and address of receiving party(ies)

Name: John M. Smyth Company

Internal

Address: _____

Street Address: 7887 North Federal HighwayCity: Boca Raton State: FL Zip: 33487☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Illinois☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard RoelInternal Address: c/o O'Melveny & Myers LLPStreet Address: 30 Rockefeller Plaza, 24th
FloorCity: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard Roel

Name of Person Signing

Richard Roel

Signature

6/27/03

Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

07/07/2003 6TON11 00000060 1922052

01 FC:8521
02 FC:852240.00 DP
25.00 DP

TRADEMARK
REEL: 002770 FRAME: 0308

Additional Conveying Parties:

M.D. Sass Corporate Resurgence Partners III, L.P.
a Delaware limited partnership

M.D. Sass Corporate Resurgence Partners, L.P.
a Delaware limited partnership

Schedule A

Registered Owner: John M. Smyth Company

Mark:	Registration Number:	Registration Date:
"John M. Smyth's Homemakers" ¹	1922052	9/26/95
"John M. Smyth" ¹	1922051	9/26/95

¹ License granted to Heilig – Meyers Furniture Company on January 9, 1998 and assigned to Rhodes Furniture Company on June 23, 200.

RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE, granted on this 19th day of June, 2003, is delivered by **M.D.SASS CORPORATE RESURGENCE PARTNERS, L.P.**, in its capacity as Grantee ("Grantee") under the Trademark Security Agreement referred to below, to **JOHN M. SMYTH COMPANY**, a Illinois corporation ("Grantor").

WITNESSETH

WHEREAS, Grantor and Grantee have entered into a Trademark Security Agreement (the "**Trademark Security Agreement**"), dated as of February 26, 2001, pursuant to which Grantor granted to Grantee a security interest in, among other things, the trademarks, together with the registrations and right to all renewals thereof, and the goodwill of the business of Grantor symbolized by the trademarks, trademark applications, trade names and service marks (the "**Trademarks**"), more particularly set forth on Schedule A hereto, to secure the obligations of the Grantor to the Grantee;

WHEREAS, the grant of the security interest was evidenced by, among other things, the Assignment of Security Interest in United States Trademarks and Patents between the Grantor and Grantee and filed with the United States Patent and Trademark Office; and

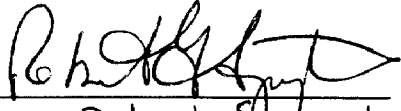
WHEREAS, the Grantee wishes to release and restore all right, title and interest in, to and under the Trademark to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks shown on the attached Schedule A hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in, to and under the Trademarks, as set forth on Schedule A hereto, granted to the Grantee by the Grantor pursuant to the Trademark Security Agreement.

IN WITNESS HEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

**M.D. SASS CORPORATE
RESURGENCE PARTNERS III, L.P.**

**By: Resurgence Asset Management,
L.L.C.**

By: 
Name: Robert Symington
Title: Managing Director

STATE OF new York)
)
COUNTY OF new York)

On June 19, 2003 before me, personally appeared Robert Symington personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 19th day of June, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of new York on the day in this certificate first above written.

Richard Roel
Notary Public in and for the
State of new York

My Commission Expires:

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Commission Expires April 18, 2006

Schedule A

Registered Owner: John M. Smyth Company

Mark:	Registration Number:	Registration Date:
"John M. Smyth's Homemakers" ¹	1922052	9/26/95
"John M. Smyth" ¹	1922051	9/26/95

¹ License granted to Heilig – Meyers Furniture Company on January 9, 1998 and assigned to Rhodes Furniture Company on June 23, 200.

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WITNESSETH

WHEREAS, Grantor and Grantee have entered into a Trademark Security Agreement (the "**Trademark Security Agreement**"), dated as of February 26, 2001, pursuant to which Grantor granted to Grantee a security interest in, among other things, the trademarks, together with the registrations and right to all renewals thereof, and the goodwill of the business of Grantor symbolized by the trademarks, trademark applications, trade names and service marks (the "**Trademarks**"), more particularly set forth on Schedule A hereto, to secure the obligations of the Grantor to the Grantee;

WHEREAS, the grant of the security interest was evidenced by, among other things, the Assignment of Security Interest in United States Trademarks and Patents between the Grantor and Grantee and filed with the United States Patent and Trademark Office; and

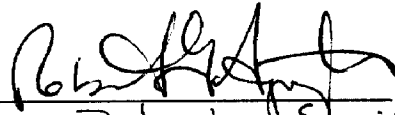
WHEREAS, the Grantee wishes to release and restore all right, title and interest in, to and under the Trademark to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks shown on the attached Schedule A hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in, to and under the Trademarks, as set forth on Schedule A hereto, granted to the Grantee by the Grantor pursuant to the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

**M.D. SASS CORPORATE
RESURGENCE PARTNERS III, L.P.**

**By: Resurgence Asset Management,
L.L.C.**

By: 
Name: Robert Symington
Title: Managing Director

STATE OF New York)
)
COUNTY OF new York)

On June 19, 2003 before me, personally appeared Robert Symington personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 19th day of June, 2003

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of new York on the day in this certificate first above written.

Richard Roel
Notary Public in and for the
State of new York

My Commission Expires:

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Commission Expires April 18, 2006

Schedule A

Registered Owner: John M. Smyth Company

Mark:	Registration Number:	Registration Date:
"John M. Smyth's Homemakers" ¹	1922052	9/26/95
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